

4-27-1997

Defendant's Exhibit 164: Purchase Agreement Schedule B

Jaffe/Braunstein Films

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SCHEDULE "B"

SHORT FORM ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: that in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned NORTHEASTERN UNIVERSITY PRESS does hereby sell, grant, assign and set over unto JAFFE/BRAUNSTEIN FILMS, LTD. (hereinafter referred to as "Purchaser"), their representatives, successors and assigns forever, the sole and exclusive motion picture rights, television rights, and certain allied and incidental rights including publication and radio broadcasting rights [for advertising and exploitation purposes], throughout the world in perpetuity, in and to that certain original literary work described as follows:

Title: "MOCKERY OF JUSTICE: THE TRUE STORY OF THE SHEPPARD MURDER CASE" (the "Work")

Written by: CYNTHIA L. COOPER AND SAM REESE SHEPPARD

Publisher: NORTHEASTERN UNIVERSITY PRESS

Date and Place

of Publication: October 19, 1995; BOSTON MA

Copyright Registration: TX 4-145-064

including all contents thereof, all present and future adaptations and versions thereof, and the theme, title and characters thereof, and in and to the copyright thereof and all renewals and extensions of such copyright.

The undersigned and Purchaser have entered into or are entering into a formal literary purchase agreement dated as of April 27, 1997, the foregoing rights in and to said literary work, which rights are more fully described in said literary purchase agreement, and this assignment is expressly made subject to all of the terms, conditions and provisions contained in said literary purchase agreement.

IN WITNESS WHEREOF, the undersigned has executed this assignment as of this
____ day of _____, 19____.

NORTHEASTERN UNIVERSITY PRESS

By: William Rohlich L.D.M.
Its: Director Treasurer

AGREED TO AND ACCEPTED:

Cynthia L. Cooper
CYNTHIA L. COOPER

**STATE'S
EXHIBIT**

164

Sam Reese Sheppard
SAM REESE SHEPPARD

**DEFENDANT'S
EXHIBIT**

F
8-27-99

SCHEDULE "C"

PUBLISHER'S RELEASE AND QUITCLAIM

In consideration of the payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby acknowledges and agrees, for the express benefit of JAFFE/BRAUNSTEIN FILMS LTD. ("Purchaser") and its representatives, successors and assigns, that the undersigned has no claim to or interest in the worldwide motion picture rights, television rights, or any other rights of any kind (excluding book publication rights heretofore granted to the undersigned), in or to that certain literary work published by the undersigned and described as follow:

Title: "MOCKERY OF JUSTICE: THE TRUE STORY OF THE SHEPPARD MURDER CASE" (the "Work")

Written By: CYNTHIA L. COOPER AND SAM REESE SHEPPARD

Publisher: DUTTON SIGNET, A DIVISION OF PENGUIN BOOKS USA INC.

Date of Publication:

Copyright Registration No.:

The undersigned hereby consents to the publication and copyright by and/or in the name of Purchaser, its heirs, representatives, licensees and assigns, in any and all languages, in any and all countries of the world, of any serializations or adaptations, not exceeding an aggregate of ten thousand (10,000) words in length, of the Work and/or any motion picture, television or other version based principally thereon, for the purpose of advertising, publicizing and/or exploiting any such motion picture, television or other versions.

IN WITNESS WHEREOF, the undersigned has executed this assignment this _____ day of _____, 1997.

Publisher:

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, personally appeared _____
_____ personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity(ies) and that
his/her signature(s) on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal)



Penguin USA

Arnold Dolin
Senior Vice-President
Associate Publisher

375 Hudson Street
New York, NY 10014

Telephone 212-366-2000
Fax 212-366-2666

PUBLISHER'S RELEASE

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby acknowledges and agrees, for the express benefit of JAFFE/BRAUNSTEIN FILMS LTD. (hereinafter referred to as "Purchaser"), and his or its heirs, representatives, successors and assigns forever, that the undersigned has no claim to or interest in the worldwide motion picture rights (silent, sound, talking), television rights, radio broadcasting rights and dramatic rights in or to that certain literary work published by the undersigned and described as follows:

Title: MOCKERY OF JUSTICE: The True Story of the Sheppard Murder Case

Written by: Cynthia L. Cooper and Sam Reese Sheppard


Date and Place of Registration:

Copyright Registration:

The undersigned hereby consents to the publication and copyright and/or in the name of the Purchaser or its nominee, successors, assigns or licensees, for the purpose of advertising and exploiting any motion picture or pictures based upon said literary work, excerpts, summaries or synopses not exceeding 7,500 words in length, of or from said literary work or motion picture or television versions thereof, provided that such excerpts, summaries or synopses do not appear as having been written by the Author and provided that the same are not sold or offered for sale and such permission to publish the same is not granted to any person, firm or corporation for a monetary consideration and not sold by any person, firm or corporation with the sole exception for programs offered for sale in theaters.

IN WITNESS WHERE, the undersigned has executed this instrument this 11th day of July, 1996

Dutton Signet, a Division of Penguin Books USA Inc.


Arnold Dolin



A Pearson Company

OPTION/PURCHASE AGREEMENT

This AGREEMENT (the "Agreement") is dated as of April 27, 1997, between JAFFE/BRAUNSTEIN FILMS, LTD. ("Purchaser"), and NORTHEASTERN UNIVERSITY PRESS ("Owner"). The terms of the Agreement are as follows:

CONDITIONS PRECEDENT: All of Purchaser's obligations hereunder are conditioned upon: (1) Purchaser's approval of the chain-of-title in and to the Property (as defined below) and all documentation in connection therewith; and (2) the full execution and delivery to Purchaser of this Agreement.

1. OPTION

1.1 Owner hereby grants Purchaser an exclusive, irrevocable option (the "Option") to acquire all motion picture, television, ancillary, incidental and subsidiary rights as specified in Paragraph 3, below (the "Rights") in and to all translations, adaptations and other versions, whether now existing or hereafter created, of that certain non-fiction book written by Cynthia L. Cooper and Sam Reese Sheppard (collectively, "Authors") entitled "MOCKERY OF JUSTICE: THE TRUE STORY OF THE SHEPPARD MURDER CASE" (the "Book"), as well as all research and other material compiled by Owner or otherwise owned by Owner (including, without limitation, the title, theme, story line, contents and characters, ideas, and all elements thereof and therein) in connection with the persons, events and locations described in the Book (collectively, the "Property").

1.2 Purchaser's Option shall be conditioned upon the full execution of this Agreement and payment of the Initial Option Period Payment (as defined below). The Option shall commence as of April 27, 1997 and shall expire, unless extended, eighteen (18) months from such commencement date (the "Initial Option Period"). Purchaser may extend the Initial Option Period for an additional six (6) months (the "Second Option Period") by providing Owner with written notice thereof and paying to Owner the sum specified in Paragraph 2.2, below, at any time prior to the expiration of the Initial Option Period. The Initial Option Period and Second Option Period are collectively referred to herein as the "Option Period."

1.3 During the Option Period (including any extensions thereto) Purchaser shall have the right to adapt, change, alter, delete from, add to or otherwise rearrange the Property in connection with Purchaser's preparation of a theatrical motion picture, television motion picture, or mini-series based on the Property (the first such motion picture based on the Property is hereinafter referred to as the "Picture"). Without limiting the generality of the foregoing, Purchaser shall have the unlimited right to vary, change, alter, modify, add to and/or delete from all or any part of the Property (including without limitation the title thereof) and to rearrange and/or transpose all or any part of the Property and change the sequence thereof and the characters and descriptions of the characters contained in the Property and to use a portion or portions of the Property in conjunction with any other literary, dramatic or other material of any kind. In connection therewith, the parties hereto expressly acknowledge and agree that if Purchaser shall engage any party to write screenplays or other materials or ideas based on the Property, all such writings and ideas, and all such materials relating thereto submitted or provided by Owner, shall

be and shall remain Purchaser's sole and exclusive property whether or not Purchaser exercises its Option hereunder; provided that notwithstanding the foregoing, if Purchaser does not exercise the Option, any pre-existing materials provided to Purchaser by Owner shall automatically revert to Owner.

1.4 The Option, if exercised, shall be exercised by written notice accompanied by the applicable Purchase Price set forth in Paragraph 2.3, below, during the Option Period or by commencement of principal photography of the Picture, whichever first occurs; provided that if principal photography commences prior to the end of the Option Period, the option will be deemed exercised and the applicable Purchase Price shall be payable within ten (10) business days after such commencement.

1.5 If Purchaser exercises the Option, Purchaser shall automatically acquire all rights, including, without limitation, all motion picture, television, ancillary, incidental and subsidiary rights in and to the Property, exclusively and in perpetuity throughout the universe as set forth in Paragraph 3, below, subject to the rights reserved by Owner pursuant to Paragraph 4, below.

2. COMPENSATION

If Owner is not in material default hereunder, Purchaser agrees to pay Owner, as full and complete consideration for all rights granted to Purchaser hereunder, the following compensation:

2.1 Initial Option Period Payment: As full and complete consideration for the Option granted to Purchaser in Paragraph 1 for the Initial Option Period, Purchaser shall pay Owner the sum of Five Thousand Dollars (\$5,000.00) (the "Initial Option Period Payment") for a two (2) hour picture, payable upon the full execution of this Agreement. If it is later determined that the Picture is going to be longer than two (2) hours in length, the Initial Option Period Payment shall be increased by Two Thousand Five Hundred Dollars (\$2,500.00) (for a total of Seven Thousand Five Hundred Dollars [\$7,500.00] for the Initial Option Period), which increased amount shall be payable not later than the first to occur of the making of such determination, the date the shooting schedule is determined, or commencement of principal photography of the Picture. If Purchaser exercises its Option, the Initial Option Period Payment shall be applied against and in reduction of the applicable Purchase Price payable pursuant to Paragraph 2.3, below.

2.2 Second Option Period Payment. If Purchaser elects to extend the Initial Option Period for the Second Option Period as provided in Paragraph 1.2, above, Purchaser shall pay Owner, prior to the expiration of the Initial Option Period, the additional sum of the additional sum of Two Thousand Five Hundred Dollars (\$2,500.00) for a two (2) hour motion picture (the "Second Option Period Payment"). If it is later determined that the Picture is going to be longer than two (2) hours in length, the Second Option Period Payment shall be increased by One Thousand Five Hundred Dollars (\$1,500.00) (for a total of Four Thousand Dollars [\$4,000.00] for the Second Option Period), which increased amount shall be payable not later than the first to occur of the making of such determination, the date the shooting schedule is determined, or commencement of principal photography of the Picture. If Purchaser exercises its Option, an amount equal to fifty percent (50%) of the Second Option Period Payment shall be applied against and in reduction of the applicable Purchase Price payable pursuant to Paragraph 2.3, below.

2.3 Purchase Price/Other Compensation.

2.3.1 If Purchaser exercises its Option hereunder, Purchaser shall pay to Owner the following applicable sums: (i) for a two (2) hour motion picture, a sum equal to Forty-Five Thousand Dollars (\$45,000.00), or (ii) for a motion picture or mini-series which is longer than two (2) hours in length, a sum equal to Eighty-Five Thousand Dollars (\$85,000.00) (the "Purchase Price"), less any applicable Option Period Payments paid pursuant to Paragraphs 2.1 and 2.2, above.

2.3.2 If the Picture is produced and Owner is not in material default hereunder, Owner shall be entitled to receive an amount equal to two percent (2%) of one hundred percent (100%) of the "net profits" of the Picture derived from all sources of exploitation, with such "net profits" defined, computed and accounted for pursuant to the net profit definition applicable to Purchaser.

2.4 Additional Compensation.

2.4.1 In the event the Picture is exhibited theatrically in the United States prior to its initial television exhibition in the United States, Owner shall be paid, upon its theatrical release, one hundred percent (100%) of the compensation payable to Owner under Paragraph 2.3 above, or (ii) if the Picture is released in the United States after its initial television broadcast, Owner shall be paid fifty percent (50%) of the compensation payable to Owner under Paragraph 2.3 above upon such initial theatrical release. In no event shall Owner receive more than one hundred percent (100%) of the compensation paid to Owner under Paragraphs 2.3 above under this Paragraph 2.4. For purposes of this paragraph, "theatrical release" shall mean general theatrical release in motion picture theaters before paying audiences and shall not include any test engagements, special previews, or engagements principally for market research purposes.

2.4.2 In the event a remake or sequel based on the Picture is produced by Purchaser, then Owner shall be entitled to the following sums: (i) for any such sequel, fifty percent (50%) of the applicable Purchase Price payable to Owner under Paragraph 2.3.1 above (to be determined by the length of such sequel), payable upon commencement of principal photography of such sequel, plus a percentage of net profits, if any, of such sequel, which percentage shall be equal to fifty percent (50%) of the profit participation payable under Paragraph 2.3.2 above; and (ii) for any such remake, thirty-three and one-third percent ($33\frac{1}{3}\%$) of the applicable Purchase Price payable to Owner under Paragraph 2.3.1 above (to be determined by the length of such remake), payable upon commencement of principal photography of such remake, plus a percentage of net profits, if any, of such remake, which percentage shall be equal to thirty-three and one-third percent ($33\frac{1}{3}\%$) of the profit participation payable under Paragraph 2.3.2 above.

2.4.3 In the event an episodic television series based on the Picture is produced by Purchaser, then Purchaser shall negotiate with Owner in good faith for episodic royalty payments therefor, provided that the standard hundred percent (100%) over five (5) runs shall apply with respect thereto.

3. OWNERSHIP AND RIGHTS GRANTED

3.1 If Purchaser exercises its Option granted hereunder, Purchaser shall automatically and exclusively own and be vested with (and Owner automatically and irrevocably grants to Purchaser) all right, title and interest in and to the Property (excluding only the Reserved Rights set forth in Paragraph 4, below), including, without limitation, all motion picture, television, ancillary, incidental and subsidiary rights in and to the Property and in and to the copyright thereof and all extensions and renewals of copyright. The rights Purchaser will acquire shall include, but not be limited to, the following:

3.1.1 the right to adapt or otherwise use the Property, or any part thereof, in one or more works, including but not limited to fictional, factual or historical dramatic works (including, without limitation, the Picture) and to produce, reproduce, remake and reissue versions based thereon (collectively "the Work");

3.1.2 the right to produce, transmit, distribute, exhibit, broadcast, license for broadcast or otherwise exploit the Work by means of theatrical exhibition, television broadcast or any process analogous thereto, including, without limitation, commercially sponsored, sustained and subscription, cable or pay-per-view television, videodiscs or video cassettes;

3.1.3 the right to record and reproduce language (including foreign languages), speech, dialogue, music and any other sound in synchronization with or in connection with the preparation, production, exhibition, exploitation and distribution of the Work and to make any adaptations, arrangements, dramatizations, changes, translations or interpolations thereof, additions thereto or deletions therefrom which Purchaser in its sole discretion may require;

3.1.4 the right to exhibit, advertise, publicize and otherwise exploit the Work by any means and in any manner or medium now known or hereafter devised, including, without limitation, by means of electronic publishing and by means of interactive computer products, including, without limitation, all computer-assisted media rights (including, but not limited to any interactive device, mechanism, or storage medium for digital information such as CD-ROM, CD-I, 3DO and similar disc systems, or any other computer based system whether PC, network, mainframe or otherwise, or which is made available through any delivery system now known or hereafter devised, including, but not limited to retail sales, point-of-purchase, telephone or cellular and any other device or methods now known or hereafter devised), and by any other means, whether now known or hereafter devised, together with all ancillary, incidental and subsidiary rights thereto, including, without limitation, all advertising, publicity, remake, sequel, merchandising, commercial tie-up, publishing, radio, music and motion picture soundtrack rights in and to the Work;

3.1.5 the right to publish or cause to be published excerpts and summaries of the Book and Property not to exceed Ten Thousand (10,000) words in length, to be used for advertising and exploitation of the Picture and any other audio-visual and audio productions based upon the Property.

3.1.6 the right, but not the obligation, to use the title of the Property in connection with any and all exploitations thereof.

3.2 The parties expressly agree that the Picture shall constitute a "work-made-for-hire" for Purchaser under all applicable copyright laws (including, without limitation, the United States Copyright Act of 1976); that Purchaser shall be deemed to be the author thereof; and that Purchaser shall have the right to obtain, in Purchaser's name or in the name of its designee, all copyrights and copyright renewals, and any other protections whatsoever in connection therewith.

If the Picture or any part thereof is ever determined not to be a "work-made-for-hire" for any reason whatsoever, Owner hereby assigns to Purchaser all of Owner's right, title and interest of every kind and nature, throughout the universe, in perpetuity in and to the Picture, including, without limitation, the copyright therein and thereto and all extensions and renewals thereof.

3.3 Purchaser shall have the right, but not the obligation, to use, adapt, change, alter, delete from, add to or rearrange the Property, the Picture, or any part thereof, to combine the same with other works, and to use, exploit, distribute, advertise and otherwise turn to account any and all of the foregoing, in any manner and in any and all media, whether now known or hereafter devised, as Purchaser shall determine in its sole and unfettered discretion. Owner hereby waives the benefit of any law or principle known as "droit moral" or "moral rights of authors" or any similar law or principle and expressly agrees that Owner shall not institute, support, maintain or permit any action or lawsuit on the ground that Work based on the Property produced, published, or exhibited by Purchaser, its assignees or licensees, in any way constitutes an infringement of any of Owner's rights of "droit moral" or is in any way a defamation or mutilation of the Property or any part thereof or contains unauthorized variations, alterations, modifications, changes or translations. Notwithstanding the foregoing, Purchaser shall act in good faith not to portray Authors or any of their respective family members (living or deceased) in an offensive manner, provided that Purchaser's good faith determination of the foregoing shall be binding. In addition, Purchaser will not portray Dr. Sam Sheppard as the murderer of his wife.

3.4 To the extent that laws of the European Community or of one or more of its member states provide for a rental, lending or similar right, Owner agrees that upon the exercise of the Option and payment of the applicable Purchase Price, all such rights are hereby irrevocably transferred and assigned to Purchaser throughout the world in perpetuity. Five percent (5%) of the compensation paid to Owner pursuant to this Paragraph 2 shall be deemed adequate remuneration for such transfer.

3.5 At Purchaser's request, Owner will execute, verify, acknowledge and deliver to Purchaser such assignments or other instruments as Purchaser may from time to time deem reasonably necessary or desirable to evidence, establish, maintain, protect, enforce or defend its right and title in and to the Picture and the Property, including, without limitation, the Short Form Option Agreement attached hereto as Schedule "A," the Short Form Assignment attached hereto as Schedule "B." Owner hereby irrevocably appoints Purchaser as Owner's attorney-in-fact (which power is coupled with an interest) with full authority to execute, verify, acknowledge and deliver any such instruments which Owner shall fail or refuse to execute, verify, acknowledge or deliver, after being furnished five (5) days to do so. With respect to the Short Form Assignment, if Purchaser exercises the Option, the Short Form Assignment shall be deemed dated as of the date Purchaser exercises the Option, and the Short Form Assignment shall be deemed executed and delivered without any further act being required on Owner's part. Owner hereby authorizes Purchaser to date the Short Form Assignment as of the same date Purchaser exercises the Option (if ever). If the Option expires without having been exercised by Purchaser, the Short Form Assignment shall be of no force or effect and Purchaser shall destroy the Short Form Assignment or return all executed copies thereof to Owner, at Purchaser's election.

3.6 All rights granted or agreed to be granted to Purchaser hereunder shall be irrevocably vested in Purchaser as and when provided herein and shall not be subject to rescission by Owner for any cause whatsoever. No rights in or to the Property or the Picture shall revert to Owner under any circumstances except as expressly provided in this Agreement. Notwithstanding the foregoing, if any rights granted to Purchaser hereunder shall revert to Owner by operation of law, and if Owner shall, at any time thereafter, desire to enter into an agreement with a third party for the license, exercise or other disposition of all or any of such rights, Owner shall, before entering into such agreement, give Purchaser written notice of the terms thereof and the party involved ("Notice of Agreement"). Purchaser shall then have thirty (30) days in which to elect to acquire the rights involved on the terms contained in such Notice of Agreement. If Purchaser so elects in writing, Owner shall enter into a written agreement with Purchaser with regard thereto.

3.7 Owner agrees to promptly obtain and execute from any other U.S. publisher of the Book ("Publisher") a quitclaim in the form attached hereto as Schedule "C" at no cost to Purchaser except as stated in Schedule "C," and any such other document as may be required by Publisher and approved by Purchaser.

4. RESERVED RIGHTS

Owner expressly reserves the following:

4.1 Print Publication Rights: Owner reserves all print publishing rights with respect to the Book, including, but not limited to, the right to publish and distribute printed versions of the Book and excerpts therefrom in book form, whether hard cover or soft cover, and in magazines or other periodicals, whether in installments or otherwise, and in audiotape or other recorded form as a non-dramatic reading of the Book, subject to Purchaser's rights as provided for in this Agreement. Notwithstanding anything to the contrary contained herein, Owner shall exercise the foregoing reserved print publishing rights, if at all, solely in connection with the literal reproduction of the Book as originally published, and in no event shall Owner adapt or reproduce the Book, or otherwise trade upon the motion picture adaptations or other adaptations of the Book contemplated to be produced by Purchaser under this Agreement, in connection with the exploitation of the rights reserved by Owner.

4.2 Live Stage and Radio Rights. The right to perform the Book or adaptations thereof on the spoken stage with actors appearing in person in the immediate presence of the audience, or as a live non-dramatic radio broadcast, provided that no recording, photography or other reproduction of such performance is made, and further provided that: (i) Owner agrees not to exercise, or authorize or participate with any other person to exercise, said live stage or radio rights earlier than three (3) years after the first general release or telecast of the first Picture produced hereunder, or five (5) years after the date of exercise of Purchaser's Option hereunder, whichever is earlier; and, (ii) in the event Owner desires to exercise, or permit another person to exercise such live stage or radio rights, Purchaser shall have a right of "First Negotiation and Last Refusal," as defined below, to acquire all such live stage and/or radio rights in and to the Property. The right of "First Negotiation and Last Refusal" shall mean that, prior to accepting any bona fide offer or making any bona fide counter-offer to option, sell or otherwise convey such rights, Owner shall give Purchaser written notice of the terms of such offer, including the name of the offeror, which notice shall state that Owner intends to accept

such offer or make such counter-offer. Purchaser shall have ten (10) business days after receipt of such notice to advise Owner in writing whether Purchaser accepts such terms (the "Notice Period"); provided, however, that Purchaser shall not be required to meet any of such terms as cannot be as easily met by Purchaser as by such offeror. If Purchaser so accepts, then the parties shall expeditiously negotiate in good faith a written agreement incorporating such terms. If Purchaser does not so accept, Owner shall be free to enter into an agreement on such terms with such other party within ninety (90) days of the conclusion of the Notice Period. If any such terms are materially changed, then Owner may not enter into such an agreement with such third party without recommencing the Notice Period set forth above. Notwithstanding the foregoing, Purchaser shall have radio simulcast rights in the Picture, as well as the right to broadcast over radio advertisements with respect to the Picture or other productions based hereunder.

4.3 Exploitation of Reserved Rights. Notwithstanding anything to the contrary contained herein, Owner shall not trade upon the motion picture adaptations or other adaptations of the Book contemplated to be produced by Purchaser under this Agreement, in connection with the exploitation of the Reserved Rights by Owner.

5. CREDIT

5.1 If Purchaser produces a Work based on the Book (i.e., substantially incorporating the story, theme, characterizations and treatment of the Book and the subject matter), and Owner is not in material default hereunder, Purchaser shall accord Authors credit on screen, on a separate card, and in the "billing block" of paid advertising issued or controlled by Purchaser in which the "screenplay by" or "directed by" credit appears (subject to Purchaser's standard exclusions and exceptions) as follows:

5.1.1 If the title of the Work is the same as the title of the Book, the credit will read:

"Based on the book by Cynthia L. Cooper and Sam Reese Sheppard"

5.1.2 If the title of the Work is different from the title of the Book, the credit will read:

"Based on the book "Mockery of Justice: The True Story of the Sheppard Murder Case", by Cynthia L. Cooper and Sam Reese Sheppard"

5.2 The size (i.e., height, width and thickness) of such credit shall be no smaller than the "screenplay by" credit accorded to the screenwriter of the Picture. All other matters with respect to credit shall be in Purchaser's sole and complete discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 5, or the failure of any third party to comply with their agreements with Purchaser, shall constitute a breach of this Agreement by Purchaser; provided, however, that, in such event, Purchaser shall reasonably attempt to prospectively cure any such failure to comply with the foregoing credit provisions upon Purchaser's receipt of written notice from Owner specifying such failure.

6. REPRESENTATIONS AND WARRANTIES

6.1 Owner hereby represents, warrants and agrees that:

6.1.1 Owner has the exclusive right, power and authority to enter into this Agreement and to grant the rights agreed to be granted hereunder.

6.1.2 Owner has obtained waivers and releases, in a form satisfactory to Purchaser, from all living persons portrayed in the Book, if any, and all persons having any personal or perpetuity rights in connection with Purchaser's portrayal of such persons in the Picture.

6.1.3 Owner has not granted, assigned, mortgaged, pledged or hypothecated any motion picture, television, ancillary, incidental or subsidiary rights in or to the Book or the Property to any person and Owner owns all rights granted to Purchaser hereunder free and clear of any liens, encumbrances, and other third party interests, and any claims or litigation, whether pending or threatened.

6.1.4 The Book has not previously been exploited as a motion picture or television production, and there are no contracts, agreements, or assignments relating to the motion picture, television, ancillary, incidental or subsidiary rights in and to the Book or the Property that will materially impair, impede, invalidate, or encumber any of the rights, licenses or privileges granted to Purchaser hereunder.

6.1.5 Owner is not subject to any obligation or disability which will materially prevent Owner from fully keeping and performing all of the covenants and conditions to be kept or performed by Owner hereunder. Owner has not made and will not make any grant, assignment, or commitment or do or knowingly permit any act which will or might interfere with or impair the full and complete performance of Owner's services or Purchaser's full and complete enjoyment and exercise of the rights and privileges granted herein.

6.1.6 To the best of Owner's knowledge (including that which it should have known in the exercise of reasonable prudence), all material ideas, creations and literary, musical or artistic materials and intellectual properties furnished by Owner pursuant to this Agreement (collectively the "Material") shall be Artist's original creation or in the public domain and shall not be copied in whole or in part from any other work. To the best of Owner's knowledge (including that which it should have known in the exercise of reasonable prudence), the Material will not violate the right of privacy nor constitute a libel or slander of any person, and the Material will not infringe upon any copyright or any literary, dramatic, statutory or common law rights of any kind of any person.

6.1.7 The Property currently enjoys, and will continue to enjoy, either statutory or common law copyright protection in the United States and all countries adhering to either or both the Berne and Universal Copyright Conventions.

6.1.8 Owner is aware that it is a criminal offense under the Federal Communications Act, as amended, for any person to accept or pay any money, service or other valuable consideration for the inclusion of any plug, reference, product identification or other matter as part of a television program, without disclosure in the manner required by law. Owner

understands that it is the policy of Purchaser to prohibit the acceptance or payment of any such consideration, and Owner expressly represents, warrants and agrees that Owner has not accepted or paid and agree, nor shall accept or pay, any such consideration.

6.2 Both parties hereto hereby agree that any breach of any of the foregoing representations and warranties shall be a material breach of this Agreement.

7. INDEMNITIES

7.1 Owner shall defend, indemnify and hold harmless Purchaser, its successors, licensees, assigns, and its parent, subsidiary and affiliated companies, and the directors, officers, employees, agents, attorneys, successors, licensees and assigns of each of the foregoing, from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any breach by Owner of any representation, warranty, covenant or agreement made by Owner hereunder or from Owner's tortious conduct. Purchaser shall defend, indemnify and hold harmless Owner, its successors, licensees, assigns, and its parent, subsidiary and affiliated companies, and the directors, officers, employees, agents, attorneys, successors, licensees and assigns of each of the foregoing, from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from the use of any materials supplied by Purchaser for inclusion in the Picture.

7.2 Each party agrees that, upon receipt or presentation of any claim or notification of the institution of any action with respect to which indemnification might be required hereunder, such party shall promptly notify the other party in writing thereof. Any such indemnitee shall have the right, in its discretion and at its sole expense, to retain independent counsel and to participate in any such defense, provided that with respect to any claim brought against Owner, all aspects of the defense of any such claim (whether as part of any litigation, negotiations or otherwise (including, without limitation, any decision regarding settlement), shall be controlled by Owner, and Owner shall be free to use counsel of Owner's choice in connection therewith.

8. REMEDIES

Owner agrees that the rights and privileges granted to Purchaser hereunder are of a special, unique, unusual, and extraordinary character which give them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in an action at law, and that a breach of this Agreement by Owner will cause Purchaser to suffer irreparable injury and damage. Owner hereby expressly agrees that Purchaser will be entitled to seek injunctive and other equitable relief to prevent or cure any breach or threatened breach of this Agreement by Owner. Purchaser's resort to injunctive or equitable relief, however, will not be construed as a waiver of any rights which Purchaser may have against Owner for damages or otherwise. A waiver by either party of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach hereof. All remedies of either party shall be cumulative and the pursuit of any remedy shall not be deemed a waiver of any other remedy. In the event of any breach or alleged breach of this Agreement by Purchaser, Owner's sole remedy shall be the recovery of money damages, and Owner shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of, or the exhibition, distribution, advertising or exploitation of, the Picture or to another equitable relief whatsoever. No act or omission of either party hereunder shall constitute an event of default unless the other party shall first provide the defaulting with written

notice setting forth such alleged breach or default and the defaulting shall not cure the same within thirty (30) business days after its receipt of such notice.

9. PUBLICITY

Owner will not furnish or authorize any advertising matter or publicity of any form relating to the Picture, Owner's activities in connection therewith, or Purchaser or its operations or personnel, without Purchaser's prior written approval in each instance (which approval shall not be unreasonably withheld); provided, however, that Owner may incidentally mention Owner's activities hereunder, as part of broader or general publicity about Owner. Any material breach of this Paragraph by Owner shall constitute a material breach of this Agreement.

10. NO OBLIGATION TO PROCEED

Nothing contained herein shall in any way obligate Purchaser to exploit the rights and privileges granted hereunder or the results and proceeds thereof, or to produce, release, distribute, exhibit or otherwise exploit the Picture. Purchaser shall be deemed to have fully satisfied its obligations to Owner hereunder by paying to Owner the compensation (if any) payable pursuant to the terms hereof.

11. ASSIGNMENT

Purchaser may assign this Agreement, in whole or in part, at any time and to any party as Purchaser may determine in its sole discretion. Purchaser shall remain secondarily liable to Owner hereunder unless such assignment is to a "major" or "mini-major" motion picture company (as those terms are commonly understood in the motion picture industry), financier, distributor, or to a U.S. free or pay television network, or similarly financially responsible third party, or an entity into which Purchaser merges or is consolidated, and entity which acquires all or substantially all of Purchaser's assets or a person or entity which is controlled by, or under common control with, or controls Purchaser, and such assignee assumes Purchaser's obligations hereunder in writing.

12. NOTICES

All notices which either Purchaser or Owner shall be required to give hereunder shall be in writing and shall be served by mail or telegraph, cable, facsimile or personal delivery, as appropriate, and as provided herein. Service of any notice shall be deemed complete if and when the same is personally delivered to such party, upon receipt by such party of a telegram, cable or facsimile copy, or upon three (3) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient at the address set forth herein. Until further notice, the addresses of the parties for any such notices shall be:

Purchaser:

Jaffe/Braunstein Films, Ltd.
7920 Sunset Boulevard
Fourth Floor
Los Angeles, CA 90046
Attention: Howard Braunstein
Fax: (213) 878-0871

With a courtesy copy to:

Rosenfeld, Meyer & Susman, LLP
9601 Wilshire Boulevard
Fourth Floor
Beverly Hills, California 90210
Fax: (310) 271-6430

Owner:

Northeastern University Press
c/o The Carol Mann Agency
55 Fifth Avenue
15th Floor
New York, New York 10003
Attention: Carol Mann
Fax: (212) 675-4809

With a courtesy copy to:

Northeastern University Press
c/o The Gersh Agency
232 N. Canon Drive
Beverly Hills, California 90210
Attention: Ron Bernstein
Fax: (310) 274-3923

13. PAYMENTS

All payments which Purchaser may be required to make to Owner hereunder shall be made payable to The Carol Mann Agency as the agent for Owner, and shall be delivered to the attention of Carol Mann at The Carol Mann Agency, 55 Fifth Avenue, 15th Floor, New York, New York, 10003 by mail or telegraph with a copy of the check and any forwarding letter to The Gersh Agency, Attention: Ron Bernstein, at the address listed above. Owner acknowledges and agrees that payment in such fashion constitutes payment to Owner.

14. FORCE MAJEURE/DEFAULT

Notwithstanding any other provisions of this Agreement, if the development or production of the Picture is materially interrupted by fire, earthquake, flood, epidemic, catastrophic

accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, embargo, war, act of God, by any municipal, state or federal ordinance or law, by any legally constituted authority, whether municipal, state or federal, by the issuance of any executive or judicial order, or by Owner's death, disability, or breach or default, then at the election of Purchaser, each and every option period and Purchaser's obligations under this Agreement may be suspended in Purchaser's sole discretion for such time as such conditions may exist (but such suspension shall not exceed eight [8] months unless such suspension is for an industry-wide shutdown), and the Option Period shall be extended for a period measured from the date of the occurrence of the event of force majeure, or Owner's disability, death, breach or default.

15. JOINT AND/OR SEVERAL LIABILITY

If Owner consists of more than one individual, this Agreement and the terms "Owner" shall be deemed to refer to such individuals jointly and/or severally, at Purchaser's election. In the event one such individual is in default or suffers a disability, Purchaser may exercise its rights hereunder against the individual in default or suffering a disability (as the case may be) or against all such individuals hereunder, as it may elect. All compensation payable to Owner will be allocated equally for the services of all individuals comprising Owner unless specifically provided otherwise.

16. MISCELLANEOUS

16.1 The titles of the Paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement.

16.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts entered into and fully performed therein.

16.3 Any dispute under the Agreement between the parties will be resolved by binding single-party arbitration under the Rules of the American Arbitration Association in effect as of the date and time any request for arbitration is filed. Such arbitration will be conducted in Los Angeles, California, and in accordance with the laws of the State of California with respect to agreements intended to be wholly performed therein. The parties agree that they will abide by any decision rendered in such arbitration, and that any court having jurisdiction may enforce such a decision. The parties submit to the exclusive jurisdiction of the courts in California as the appropriate place for compelling arbitration in Los Angeles or giving legal confirmation of any arbitration award issued. The parties agree to accept service of process for all arbitral proceedings in accordance with the Rules of the American Arbitration Association and to accept service of process for any judicial or other proceedings by registered mail. If service cannot be so effectuated, the parties agree that service by registered mail on the Secretary of State of California, with courtesy copies to Rosenfeld, Meyer & Susman, LLP with respect to Purchaser, will be deemed proper service for these purposes. The prevailing party in any arbitration or other proceeding allowed hereunder shall be entitled to receive payment from the other party in the full amount of its actual and reasonable attorneys' fees plus costs in connection with such proceeding.

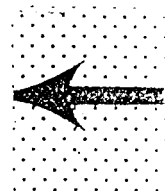
16.4 This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. Owner acknowledges that no representation or agreement not expressly contained in this

Agreement has been made to Owner by Purchaser or any of its agents, employees or representatives. This Agreement may not be modified or amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.


JAFFE/BRAUNSTEIN FILMS, LTD.

By: Howard Mains
Its: Producer



"OWNER"

NORTHEASTERN UNIVERSITY PRESS

By: [Signature]
Its: Treasurer 

AGREED TO AND ACCEPTED:

[Signature]
CYNTHIA L. COOPER

[Signature]
SAM REESE SHEPPARD